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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**

8 YELLOW BOOK SALES AND)
9 DISTRIBUTION COMPANY, INC.,)
9)
10 Plaintiff,)
10)
11 v.)
11)
12 AARON & PATERNOSTER, LTD.,)
12 and MATTHEW E. AARON,)
12 Defendants,)
13)
14 AARON & PATERNOSTER, LTD.,)
14 and MATTHEW E. AARON,)
15 Counterclaimants,)
16 v.)
16)
17 YELLOW BOOK SALES AND)
17 DISTRIBUTION, INC.,)
18 Counterdefendants)

CASE NO. 2:11-CV-00254 KJD-GWF

STIPULATION RELATED TO
AGREED JUDGMENT

19 IT IS HEREBY STIPULATED by and between Plaintiff
20 Yellowbook Sales and Distribution Company, Inc.
21 ("Plaintiff" or "Yellowbook"), Defendant Matthew Aaron, an
22 individual, and Defendant Aaron & Paternoster, Ltd, a
23 Nevada corporation (collectively referred to as the
24 "Defendants"), that the Court enter Judgment in favor of
25 Plaintiff and against Defendants, jointly and severally, in
26 the amount of \$186,000, pursuant to the parties' February
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1 2012 Settlement Agreement (hereinafter the "February, 2012
2 Settlement Agreement"). The parties further state that:

3 **PAYMENT OF INSTALLMENTS PURSUANT TO SETTLEMENT**

4 1. Defendants have agreed to pay, and Plaintiff agrees
5 to accept, a fixed sum as settlement in full and
6 defined as the Total Settlement Amount pursuant to
7 the express terms of the February, 2012 Settlement
8 Agreement.

9 2. Defendants shall pay the Total Settlement Amount to
10 Plaintiff by making monthly installment payments as
11 set forth in the February, 2012 Settlement Agreement.

12 3. Upon payment of the Total Settlement Amount,
13 Plaintiff shall cause this matter to be dismissed.

14 **CONSEQUENCES OF DEFAULT**

15 4. If Defendants Default—as defined in the February,
16 2012 Settlement Agreement—and fail to cure, Plaintiff
17 shall be entitled to seek entry of judgment against
18 Defendants pursuant to the terms of this Stipulation
19 and the February, 2012 Settlement Agreement for: (a)
20 \$50,000, (b) plus whatever amounts remain unpaid
21 under the Settlement Agreement; (c) prejudgment
22 interest at the set forth in N.R.S. § 17.130 from the
23 Date of Default until Plaintiff has been paid; and
24 (d) Plaintiff's reasonable attorneys' fees and costs
25 incurred in (i) enforcing the February, 2012
Settlement Agreement, and (ii) securing a judgment
pursuant to this Stipulation.

1 5. Any notice provided under this stipulation to
2 Defendants shall be given to Defendants' counsel
3 Charles L. Geisendorf and Matthew E. Aaron by
4 facsimile, email, and U.S. Mail at Aaron &
5 Paternoster, Ltd., 2300 West Sahara Avenue, Suite
6 650, Box 30, Las Vegas, Nevada **89102**, Fax No. (702)
7 387-9739, and chuck@aaronpaternoster.com;
8 m_e_aaron@yahoo.com.
9
10 6. Defendants agree that Plaintiff may use this
11 stipulation as an exhibit to its request for judgment
12 in the event that Defendants default on any
13 obligation created by the February, 2012 Agreement or
14 this stipulation.
15 7. Defendants shall be jointly and severally liable for
16 all amounts due and owing to Plaintiff.
17 8. If both Defendants file for bankruptcy prior to
18 payment of the full Settlement Amount, Defendants
19 agree that Yellowbook shall be permitted to file a
20 proof of claim in the amount of \$359,578.80, less
21 whatever payments Defendants have made under this
22 Settlement Agreement.
23 9. Defendants waive the right to appeal any judgment
24 entered pursuant to this stipulation.

25 IT IS SO STIPULATED.
26
27
28 18277536v2

1 **LATHROP & GAGE LLP**

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3 */s/ Steven M. McCartan*

4 Steven M. McCartan
5 Admitted Pro Hac Vice 5/19/11
6 2345 Grand Boulevard
7 Suite 2200
8 Kansas City, MO 64108
9 Attorney for Plaintiff

10 **AARON & PATERNOSTER, LLP**

11 */s/ Matthew E. Aaron*

12 Matthew E. Aaron, Esquire
13 Nevada Bar #004900
14 2300 W. Sahara Avenue, Suite 650
15 Las Vegas, Nevada 89102
16 Attorney for Defendants

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ORDER
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It is so ordered.

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Dated: _____


U.S. DISTRICT COURT JUDGE

2/15/12

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